



Greendyke as a mediator to (i) determine whether the offer is “substantial,” and (ii) if the offer is found to be a substantial offer, conduct a confidential and non-binding mediation pursuant to DLR 16.4, 28 U.S.C. §652 and the General Orders of the District Court. If there is a mediation under this order, GECC, the Plaintiff and Defendants must conclude that mediation before December 15, 2010, unless all parties agree otherwise in writing. Plaintiff, GECC and the Defendants will each bear one-third of the mediator’s fee, but GECC’s 1/3 of the mediator’s fee shall not exceed \$4,000. If the Mediator’s fee exceeds \$12,000, Plaintiff and Defendants share the excess equally.

SIGNED:

\_\_\_\_\_  
MARVIN ISGUR,  
UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM:

**MCKOOL SMITH P.C.**

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